

**Exhibit E****Maintenance Plan**

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## EXHIBIT E

### MAINTENANCE PLAN

#### **INTRODUCTION**

This Maintenance Plan between insert concessioner name (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the Maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glen Canyon National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract, including, without limitation, Component Renewal as defined below.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

### **PART A – GENERAL STANDARDS**

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#### **1) GENERAL CONCESSION FACILITIES STANDARDS**

Pursuant to the Contract, the Concessioner is solely responsible for the Maintenance of all Concession Facilities to the satisfaction of the Service. Compliance with the terms of this Maintenance Plan is required for this purpose.

The Concessioner must conduct all Maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, manufacturer recommendations and specifications and those otherwise defined in the Contract.

#### **2) DEFINITIONS**

In addition to the defined terms contained or referenced in the Contract, the following definitions apply to this Maintenance Plan.

**Asset** – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

**Capital Improvement** - A Capital Improvement is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this Contract.

**Component** – A portion of an Asset or system.

**Concession Facilities** - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to the Concessioner under the Contract.

**Contract** – The agreement (as it may be amended from time to time) to which this Maintenance Plan is attached, including all attachments, exhibits or incorporated provisions of the agreement.

**Deferred Maintenance (DM)** – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.

**Deficiencies** – Defects in an Asset or Component that results when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

**Environmentally Preferable** - Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

**Facility Operations** – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit A (Operating Plan) to the Contract.

**Feasible** - The ability to provide the equipment, materials or procedures that are required because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

**Hazardous Substance** – Any hazardous waste, hazardous chemical or hazardous material as defined under 40 Code of Federal Regulations (CFR), Part 261, US Occupational Safety and Health Administration (OSHA) in 29 CFR 1910.1200 or 40 CFR 171, respectively.

**Hazardous Waste** - Any waste defined as such under 40 CFR 261 – 265.

**Maintenance** – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal/Replacement; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

**Medical Waste** – The control and disposal of medical waste is the responsibility of the Concessioner. Medical Waste includes culture and stocks of infectious agents, human pathological wastes (e.g., tissues, body parts), human blood and blood products, used sharps (e.g., hypodermic needles and syringes used in animal or human patient care), certain animal wastes, certain isolation wastes (e.g., waste from patients with highly communicable diseases), and unused sharps (e.g., suture needles, scalpel blades, hypodermic needles).

**Personal Property** – Manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

**Preventive Maintenance** – Planned, scheduled periodic maintenance activities that is performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

**Recurring Maintenance** – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

**Repair** – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

**Replacement** – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

**Solid Waste** - Discarded household and business items such as product packaging, grass clippings and other green waste, furniture, clothing, bottles, food scraps, newspapers, white goods and other appliances. It is more commonly referred to as trash, garbage, litter, or rubbish. The term “solid waste,” as used in this Maintenance Plan, does not include sewage, septic sludge, hazardous waste, universal waste and miscellaneous maintenance wastes such as used oil, tires and lead-acid batteries.

**Sustainable Design** - Design that applies the principles of ecology, economics, and ethics to the business of creating necessary and appropriate places for people to visit, live in or work. Development that has a sustainable design sites lightly on the land, demonstrates resource efficiency, and promotes ecological restoration and integrity, thus improving the environment, the economy and society.

**Sustainable Practices/Principles** - Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preservation of human cultures. Sustainable practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

**Useful Life** – The serviceable life of an Asset or Component.

**Universal Waste** – Any waste as defined under 40 CFR § 273. These include but are not limited to mercury-containing materials such as thermostats, mercury containing lamps such as fluorescent, high intensity discharge, sodium vapor, mercury vapor, lamps, cathode ray tubes (CRTs) from computers and televisions, nickel-cadmium and sealed lead-acid batteries and waste pesticides.

**Waste Prevention** - Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

**Waste Reduction** - Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

### **3) CONCESSIONER RESPONSIBILITIES**

#### **A) In General**

- 1) The Concessioner must undertake Maintenance of Concession Facilities to the satisfaction of the Service, including, without limitation, compliance with the requirements of this Maintenance Plan.
- 2) All Maintenance must be undertaken in accordance with Applicable Laws, including without limitation, applicable building and safety codes. All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- 3) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- 4) The Concessioner must conduct Maintenance activities in a manner that, to extent feasible, minimizes environmental impact and utilizes principles of preventive maintenance, waste prevention and reduction, sustainable design and sustainable practices/principles and incorporates best management practices.
- 5) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- 6) The Concessioner will not construct or install Capital Improvements.
- 7) The Concessioner may perform emergency repairs without prior Service approval as long as appropriate documentation follows within one business day.
- 8) The Concession must request, and receive, approval in writing before it installs any large personal property, such as a shed, within its assigned area.

**B) Environmental, Historic, and Cultural Compliance.**

- 1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other laws as part of a planning process that allows the Service to ensure that all Concessioner activities meet the requirements of Applicable Laws for natural and cultural resource protection.
- 2) The Concessioner in cooperation with the Service will determine what environmental compliance may be required for particular Maintenance actions.
- 3) Any proposed Maintenance actions that require review under these procedures must be submitted to the Superintendent by the Concessioner in the format required.
- 4) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will advise the Concessioner on proper process and procedure.

**4) CONCESSIONER INSPECTIONS**

The Concessioner must conduct annual inspections of Concession Facilities to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

**5) PERSONAL PROPERTY REPORT**

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by December 31 for review and approval of the Service. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

**6) SERVICE RESPONSIBILITIES**

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service of any plan, permit, report, inspection, or any other consent or approval given by the Service under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

**A) Service Inspections**

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when Concession Facilities inspection is performed.

**B) Evaluation of Concessioner Maintenance**

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be based, among other matters, on the application of the National Park Service Facility Condition Standards during facility inspection. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will become part of the basis of evaluating Concessioner performance under the "NPS Concessioner Annual Overall Rating" program.

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## PART B – SERVICE REQUIRED CONCESSIONER RESPONSIBILITIES

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### 1) CONCESSIONER RESPONSIBILITIES

#### A) Concession Facilities

- 1) The Concessioner will be responsible for the repair, maintenance, or replacement of all personal property, including but not limited to medical equipment, furniture, appliances, and utensils.
- 2) The Concessioner's personal property which is for use by or in view of the public will be clean, of good appearance, and unturned.
- 3) The Concessioner will provide cleaning supplies, lamp bulb replacement, and cleaning services for assigned facilities (Exhibit C Assigned Land Real Property) to assure a neat and clean appearance.
- 4) The Concessioner will provide window cleaning (inside and out) to maintain a clean appearance.
- 5) The Concessioner will maintain the landscape immediately adjacent to the assigned residence, including yard maintenance, such as weed removal, and keeping the area clean and free of litter.
- 6) The Concessioner will ensure a neat and clean appearance to the exterior areas immediately adjacent to the Clinic, counting the shaded waiting area, including proper disposal of cigarette butts.

#### B) Signs

- 1) The Concessioner will install, maintain, and replace all interior and exterior door signs relating to its operations and services within Concession Facilities. Examples include identifying location of facilities, operating services and hours, and the Concessioner's rules or policies. The Concessioner will ensure its signs are compatible with Area sign standards. Sign size, style, color, content, and location will be submitted for Area approval prior to installation.
- 2) The Area may install signs within Concession Facilities.

#### C) Security

- 1) Window and door hardware (e.g. latches and door handles/lock sets) must be kept in good working order and appearance.
  - (a) The Concessioner must notify the Area immediately of broken window and door hardware that compromise a building's security.
  - (b) The Concessioner must submit a Work Order Request for the Area to repair or replace a handle or lock set.
- 2) Should a Concession employee lose or not return keys, the Concessioner must pay for the Area to replace all compromised lock sets.

### 2) PARK RESPONSIBILITIES

#### A) Concession Facilities

- 1) The Area will be responsible for exterior and interior maintenance, as herein defined, except as noted in Maintenance Plan, Part B, Section 1, Concessioner Responsibilities. To initiate maintenance or repair work, the Concessioner will complete a Work Order Request and submit it to the Concessions Specialist or Uplake Maintenance Mechanic Supervisor.
- 2) The Area will maintain in a serviceable condition all fire detection and suppression devices, including fire extinguishers.

#### B) Signs

The Area will install, maintain, and replace all regulatory signs that serve the interest of the Area.

#### C) Utilities

- 1) *Electrical*: The Area will repair, maintain or replace the electrical system, including electrical lines, conduit, and fuses as a result of acts of nature and normal wear and tear.
- 2) *Water*: The Area will repair, maintain or replace the water system, including plumbing lines and equipment as a result of acts of nature and normal wear and tear. The Area will provide bacteriological monitoring and chemical analysis of potable water as required by Applicable Laws.

- 3) *Sewage*: The Area will repair, maintain or replace the sewer system, including sewer lines and equipment as a result of acts of nature and normal wear and tear.
- 4) *Propane*: The Area will repair, maintain or replace the propane system, including propane lines and equipment as a result of acts of nature and normal wear and tear.

#### D) Security

The Area will repair or replace lock sets for all doors and windows within the Concessioner assigned facilities.

### 3) **REPORTING REQUIREMENTS**

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

Area's Reporting Requirements			
Title	Schedule	Due Date	Reference
Review Maintenance Plan and revise as necessary, with Concessioner	Annual	Not applicable	Maintenance Plan, Introduction
Periodic/Annual Evaluations	Annual	Not applicable	Maintenance Plan, Part A, 6(A)
Annual Overall Rating	Annual	March 1	Maintenance Plan, Part A, 6(B)

Concessioner's Reporting Requirements			
Title	Schedule	Due Date	Reference
Personal Property Report	Annual	December 31	Maintenance Plan, Part A, 5
Work Order Request(s)	As needed	Not applicable	Maintenance Plan, Part B, 2(A)(1)
Approval of chemical pesticide use by Concessioner or its Contractor (per Integrated Pest Management)	As needed	Before use	Maintenance Plan, Part C, 6 and Operating Plan, 3 (B)(2)
Inventory of federal Occupational Safety and Health Administration designated hazardous chemicals	Annual	December 31	Contract Sec. 6 (d)(1) and Operating Plan, 3 (B)(3)(a) and Maintenance Plan, Part C, 4(C)
Inventory of all Waste Streams generated by Concessioner	Annual	December 31	Contract Sec. 6 (d)(1) and Operating Plan, 3 (B)(3)(a) and Maintenance Plan, Part C, 7(F)



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## **PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES**

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### **1) GENERAL**

The following Concessioner environmental responsibilities are specified for Maintenance. Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

### **2) AIR QUALITY**

- A)** The Concessioner will minimize impacts to air quality in maintenance under this contract through the use of appropriate control equipment and practices.
- B)** The Concessioner will use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel) accepted as permitted by the Service.
- C)** The Concessioner will not use halon fire suppression systems except as permitted by the Service.

### **3) ENVIRONMENTALLY PREFERABLE PRODUCTS, MATERIALS AND EQUIPMENT**

- A)** The Concessioner will use products, materials and equipment that are environmentally preferable where feasible in maintenance. Environmentally preferable maintenance related products, materials and equipment include but are not limited to re-refined oils, re-tread tires, bio-based lubricants, low-toxicity cleaners and chemical additives for toilets, low-toxicity and recycled antifreeze, safe alternatives to ozone-depleting substances for HVAC equipment, construction and building materials with recycled content, and alternative fuel vehicles.
- B)** The concessioner will use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

### **4) HAZARDOUS SUBSTANCES**

- A)** The Concessioner will minimize the use of hazardous substances for maintenance purposes under this Contract where feasible.
- B)** The Concessioner will provide secondary containment for hazardous substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner will provide secondary containment for hazardous substances located in outside storage areas and in interior storage areas in the proximity of exterior doorways or floor drains, on docks or vessels.
- C)** The Concessioner will provide an inventory of hazardous substances to the Service annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify each substance, location and amounts stored.

### **5) HAZARDOUS, UNIVERSAL AND OTHER MISCELLANEOUS MAINTENANCE WASTES**

- A)** The Concessioner will minimize the generation of hazardous, universal and miscellaneous maintenance waste where feasible.
- B)** The Concessioner will recycle hazardous, universal, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- C)** Concessioner will obtain approval from the Service for hazardous, universal, and miscellaneous maintenance waste storage area siting and designs.

- D) If the Concessioner is a conditionally exempt small quantity generator (CESQG) as defined in federal regulations, it will follow small quantity generator (SQG) regulations related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- E) The Concessioner will manage universal wastes (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.
- F) The Concessioner will address hazardous, universal and miscellaneous maintenance wastes in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify each waste type, locations stored, amount generated annually, amount typically generated per month and amount typically stored on site at any one time.

## **6) PEST MANAGEMENT**

The Concessioner will conduct any pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan. These procedures include but are not limited to Park approval before the use of any chemical pesticides by the Concessioner or its contractor, proper pesticide storage, application and disposal, and pesticide use reporting.

## **7) SOLID WASTE**

### **A) Litter Abatement**

- (1) The Concessioner will develop, promote and implement a litter abatement program and provide litter free messages on appropriate materials and in appropriate locations.
- (2) The Concessioner will keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.

### **B) Solid Waste Storage and Collection and Disposal**

- (1) The Concessioner is responsible for providing, at its own expense, an effective system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (2) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations will be adequately bagged, tied and stored in sealed containers.
- (3) Solid waste collection and disposal will be conducted on a schedule approved by the Service, at a rate as necessary to prevent the accumulation of waste.
- (4) Solid waste that is not recycled will be properly disposed at an authorized sanitary landfill or transfer station.

### **C) Solid Waste Receptacles**

- (1) The Concessioner will locate its solid waste containers (i.e., cans, "roll-off" containers/dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner will not allow waste to accumulate in containers to the point of overflowing.
- (2) Outdoor receptacles must be waterproof, vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash).
- (3) The Concessioner will keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All solid waste containers will remain closed when containers are not in use.
- (4) Concessioner bulk solid waste storage/accumulation facilities will be screened from the public.

**D) Solid Waste Source Reduction and Recycling**

- (1) The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner is encouraged to reuse materials where allowable under Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.
- (3) The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service for all Park specified materials. These may include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. It may also include large items such as computers and other electronics, white goods and other bulky items and others.
- (4) The Concessioner will make recycling receptacles available to the public and Concession employees.
- (5) Recycling containers will be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Containers must be clearly signed; sites must be free of spills, waste, and odors. It is encouraged that lids are provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
- (6) The Concessioner will remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner may contract with an independent vendor, with the approval of the Service, to provide recycling services.

**E) Composting**

- (1) The Concessioner will use solid waste composting as a waste management method if feasible.
- (2) The Concessioner composting system will be animal-proof and Service-approved.

**F) Solid Waste Inventory**

- (1) The Concessioner will address solid waste in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify waste types including trash, each category of recyclables, green waste, construction debris, and other solid waste streams. The inventory will specify amount generated by weight, annually.

**G) Medical Waste**

The Concession will conduct operations to:

- (2) Ensure proper handling, tracking, and disposal of medical wastes;
- (3) Minimize contact with medical wastes by workers, handlers, and the public; and
- (4) Segregate, package, label, mark, and store medical wastes before they are shipped to another site for treatment, destruction, or disposal.

**8) WATER AND ENERGY EFFICIENCY**

- A)** The Concessioner will consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.
- B)** In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices will be consistent with water and energy efficiency standards established for federal facilities and operations where feasible.

- C)** As new technologies are developed, the Concessioner will assess these opportunities and integrate them into existing operations where feasible and there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

## **9) WASTEWATER**

- A)** The Concessioner will minimize impacts to water quality in maintenance under this contract through the use of appropriate control equipment and practices.
- B)** The Concessioner will prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- C)** The Concessioner will maintain assigned wastewater treatment systems (i.e., oil-water separators, grease traps) on a frequency adequate to ensure proper operation to maintain wastewater quality. The Concessioner will maintain maintenance log for this wastewater treatment equipment which will be made available to the Service upon request.
- D)** The Concessioner will minimize the storage of equipment and materials on the Assigned Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).